REMARKS

Claim 8 has been amended to cure an antecedent basis issue. A typographical error has been corrected in claim 10.

Claims 1-7 and 15-23 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. Applicant traverses the rejection.

The Examiner suggested that the specification and these claims be amended to make it clear whether the limitations relate to a hardware or a software instrument. Applicant submits that an instrument is intrinsically an apparatus, which is statutory subject matter, regardless of whether or not it includes software. Hence, Applicant submits that the claims are not directed towards non-statutory subject matter.

Claims 1, 3-4, 6-8, 10-11, 13-15, 17-18 and 20-23 are rejected under 35 U.S.C. 102(e) as being anticipated by Linley *et al.* (US 6,766,279). Applicant traverses the rejection.

Claim 1 requires that each communication, received from each of at least two clients, conforms to a client specific protocol. The Examiner points to col. 2, lines 14-23 and col. 5, lines 29-54 for this teaching. Applicant submits that the former passage teaches that in the art prior to the invention of Linley, interface software uniquely appropriate to each particular instrument had to be installed on the instrument controller computer. The second passage teaches that different types of computers may be involved in the system taught by Linley, and that different types of web server software, such as Microsoft Information Server or Peer Web Service, may be used.

First, the prior art described in the first passage referenced by the Examiner utilizes an arrangement in which each client uses the same software and that software is instrument specific. Hence, each user is communicating with the software using instrument specific protocols, and each user is using the same protocol. The system of Linley overcomes the

problems associated with such systems by using a Web server on the instrument which allows each user to a Web browser to access the instrument, so that software that is user dependent does not need to be provided by the instrument maker to accommodate the various operating systems and hardware at the user end of the communication channel.

A web server based application transmits a Web page from the server to each of the browsers on the client computers and the user selects the desired actions by interacting with that Web page. The Web page in question then returns a file to the server which directs the server to take the appropriate actions, which may include sending further files back to the user. Since all of the users utilize the same Web pages sent by the Web server to the client computers, the client computers are communicating in an instrument dependent protocol, and that protocol is the same for each client. Accordingly, Applicant submits that the Examiner has not pointed to any teaching of client specific protocols that differ from client to client. Accordingly, Linley does not anticipate Claim 1 or the claims dependent therefrom.

Claim 4 requires obtaining at least one additional communication, intended for one of at least two clients, from at least one application, wherein each obtained additional communication conforms to an application specific protocol and transferring that communication to the intended client using the client specific protocol. As noted above, Linley does not teach client-specific communication protocols. If anything, Linley teaches away from such protocols. Accordingly, there are additional grounds for allowing Claim 4 and the claims dependent therefrom.

Claim 8 requires that the protocol specific to one of the clients is different from the protocol specific to another of the clients. As noted above with respect to claim 1, Applicant submits that Linley does not teach the claim requirement that each received communication conforms to a client specific protocol. Hence, Applicant submits that Linley does not anticipate claim 8 and the claims dependent therefrom.

Claim 11 requires obtaining at least one additional communication, intended for one of at least two clients, from at least one application, wherein each obtained additional communication conforms to an application specific protocol and transferring that communication to the intended client using the client specific protocol. As noted above,

Linley does not teach client-specific communication protocols. If anything, Linley teaches away from such protocols. Accordingly, there are additional grounds for allowing Claim 11 and the claims dependent therefrom.

With respect to Claims 15, 17-18. and 22-23, the Examiner stated that these were merely device claims corresponding to Claims 1, 3-4, and 6-7, and hence, were anticipated for the same reasons as applied to the corresponding method claims. Applicant disagrees. The limitations of the device claims are different from the limitations of the method claims.

Claim 15 requires two server logic modules, wherein each server logic module is configured to receive communications from a separate client logic module using a client specific protocol. The Examiner has not pointed to any two such server modules in Linley. The two embodiments shown in Figures 2 and 3 of Linley have only one server. In addition, Claim 15 requires an interpreter logic module that formats the received communications received by the server modules, the received communications being formatted to a format in which the intended application can respond. The Examiner has not pointed to any such module in Linley. Hence, Applicant submits that Claim 15, and the claims dependent therefrom are not anticipated by Linley.

With respect to Claim 16, the Examiner appears to have rejected this claim under 35 U.S.C. 103. However, it is clear from the rejections under 35 U.S.C. 103 discussed below that the missing element identified by the Examiner that forced the Examiner to reject the claims under 35 U.S.C. 103 is not an element that is in Claim 16. Furthermore, since the Examiner rejected Claim 17 under 35 U.S.C. 102, and Claim 17 depends from Claim 16, Applicant must assume that the omission of Claim 16 from the claims rejected under 35 U.S.C. 102 was an error on the Examiner's part. Accordingly, Applicant will assume that the Examiner meant to reject Claim 16 under 35 U.S.C. 102 as being anticipated by Linley.

Claim 16 depends from Claim 15 and additionally requires that the interpreter logic module includes a parser logic module that parses the received communications. The Examiner has not pointed to any such parser in Linley. Hence, Applicant submits that there are additional grounds for allowing Claim 16, and the claims dependent therefrom.

Claim 17 depends from Claim 16 and additionally requires that the interpreter logic module includes a stream wrapper that modifies the communications to place the communication in a format that is more usable by the application. The Examiner has not pointed to any such stream wrapper in Linley. Hence, Applicant submits that there are additional grounds for allowing Claim 17.

Claim 18 depends from Claim 16 and additionally requires that the interpreter logic module includes a semantics checker logic module that checks for the validity of various components of the communication. The Examiner has not pointed to any such semantics checker in Linley. Hence, Applicant submits that there are additional grounds for allowing Claim 18.

Claim 20 depends from Claim 16 and additionally requires that the application includes a virtual instrument configured to receive the parsed communication and that the application also includes an application logic module that receives the parsed communications from the virtual instrument and performs actions in response to those communications. The Examiner has not pointed to any teaching in Linley of a virtual instrument. Hence, Applicant submits that there are additional grounds for allowing Claim 20.

Claim 21 depends from Claim 15 and additionally requires that one of the server logic modules is configured to communicate in one of the listed standards. The Examiner has not pointed to any such teaching in Linley. Hence, there are additional grounds for allowing Claim 21

Claim 22 depends from Claim 15 and requires a combination of the limitations discussed above with respect to Claims 16-20. As noted above, these additional limitations are not found in Linley, and hence, Applicant submits that there are additional grounds for allowing Claim 22, and the claims dependent therefrom.

Claims 2, 5, 9, 12, 16 and 19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Linley *et al*. (US 6,766,279) as applied to claims 1, 3-4, 6-8, 10-11, 13-

15, 17-18 and 20-23, in view of Ezekiel (US 5,790,977). Applicant traverses the rejection.

As noted above, Applicant assumes that the rejection of Claim 16 under this ground is in error. With respect to the other claims, the Examiner looks to Linley for the teaching of all of the limitations except for the SCPI protocol limitation. The Examiner looks to Ezekiel as providing the missing teaching and states that it would be obvious to use this protocol because it is an industry standard protocol.

First, Applicant repeats the arguments made above with respect to the missing teachings in Linley with respect to Claims 2, 5, 9, 12, and 19. Ezekiel does not provide the missing teachings. Hence, the Examiner has not made a *prima facia* case for obviousness with respect to these claims.

Second, Linley teaches HTML communication protocols for the communications between the clients and server. Linley teaches that the system taught therein is superior to systems that utilize instrument specific protocols between the clients and server. The SCPI protocol is such a protocol. Hence, if anything, Linley teaches away from the limitation in question.

Respectfully Submitted,

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Date: October 9, 2008

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